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AGREEMENT

Between

BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY, NEW JERSEY

And

SOUTH RIVER CROSSING GUARDS ASSOCIATION

January 1, 2002 through December 31, 2004

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AGREEMENT

A. THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the BOROUGH OF SOUTH RIVER, a municipal corporation of the State of New Jersey (hereafter referred to as "Employer") and the SOUTH RIVER CROSSING GUARDS ASSOCIATION (hereafter referred to a "Employee"):

WHEREAS, the parties hereto desire to reduce to writing the terms and conditions of a negotiated employment agreement; and

WHEREAS, said contract is intended to cover the period commencing January 1, 2002 through December 31, 2004,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Recognition

The Employer hereby recognizes the SOUTH RIVER CROSSING GUARDS ASSOCIATION as civilian employees in the Police Department with respect only to rates of pay, wages, hours of employment and work conditions pursuant to and in accordance with N.J.S.A. 34:13A-5.3 as supplemented and amended.

2. Salary

Employees shall be compensated on an hourly basis according to length of consecutive and continuous employment in the following manner:

	1-1-02	1-1-03	1-1-04
a. First 6 mos.	9.50	10.25	11.00
b. Second 6 mos.	9.95	10.70	11.45
c. 13th month & thereafter	10.90	11.65	12.40
d. After three years	11.32	12.07	12.82
e. After eight years	12.05	12.80	13.55
f. After fifteen years	12.77	13.52	14.27

Upon completion of twenty consecutive years service the employee shall receive a lump sum payment of \$100. Upon completion of twenty-five consecutive years service, the employee shall receive a lump sum payment of \$100.

3. Clothing

A. Subject to the provision of Paragraph E of this Article, Employees shall receive a clothing allowance of \$340. per annum.

B. In addition to a clothing allowance, all full time crossing guards will be entitled to a winter coat allowance of \$140.00, upon completion of the first six (6) months of service and subsequently every four years of consecutive and continuous employment. Payment is to be made directly to the employee on the employment anniversary date.

C. Employees shall be entitled to the following items of clothing in the event that the Employee has completed four (4) consecutive years of employment as a school crossing guard:

1. Winter coat;
2. Raincoat/slicker/rain hood;

D. Upon completion of each three (3) years of consecutive service, employees will be entitled to a \$40. boot allowance. Payment is made directly to the employee on the employment anniversary date.

E. Clothing shall be provided by the Borough of South River in accordance with the applicable New Jersey Bidding Statutes. Clothing is to have specifications prepared by the Mayor and Council of the Borough of South River.

F. Employer reserves the right to determine the type, appearance and quality of the clothing.

G. New employees hired as a school crossing guards shall purchase their own clothing and uniforms. New employees are entitled to a reimbursement for clothing and uniforms purchased by employees in the sum of one hundred (\$100) dollars but only after the employees have worked for the Borough of South River for six consecutive months. Thereafter, new employees shall be entitled to a clothing allowance as set forth above, with the exception of Paragraph B.

4. Physicals

In the event that the Employer shall require a physical examination of any Employee who works as a school crossing guard for the Employer, the Employer shall pay for the physical examination.

5. Sick Days

A. When requesting a non-emergency sick day or any other type of allowable leave, the employee will call in to advise the police dispatcher of the absence one (1) hour prior to the start of shift to allow adequate time to assign personnel for post coverage.

B. An employee will be paid only for those hours worked. Allowable time off will be charged to sick or personal time.

C. Employees shall be entitled to a maximum of seven (7) sick days per year plus two (2) personal days per year after a period of six (6)

consecutive months of employment as a school crossing guard. Usage of personal days is subject to the approval of the Chief of Police or designee. There shall be no carryover of personal days from year to year.

6. Bereavement Leave

Employees shall be entitled to three (3) paid bereavement days per occurrence upon the death of any of the following: spouse, child, mother, father, mother-in-law, father-in-law, sister, brother or grandchild.

7. Vacancies

If a new post is created or one is vacated, senior members shall have the choice to fill the new post or vacancy.

8. Leave of Absence

Leave of absence shall be granted for a three month period at any one time with pre-approval by the Chief of Police and Business Administrator. Subsequent leaves must be submitted to the Business Administrator for approval on a case-by-case basis.

When returning to work after a leave of absence, an employee shall have the right to return to the post held at the time the employee took the leave of absence.

9. Dress Code

Policy:

It is the policy of the Borough that all members be required to maintain various styles and types of uniforms. Costs for any changes brought about by the Borough shall be the responsibility of the Borough, while any costs for changes brought about by the Association members shall be the responsibility of the Association members.

- a. Regulation blue polyester or cotton blue uniform blouses with long sleeve must be worn with tie.
- b. Short sleeves must be worn without a tie.

- c. Navy blue turtleneck sweater is to be worn under heavy winter coat.
- d. Navy blue slacks or skirts must be worn (no jeans are permitted.)
- e. Navy blue socks or stockings must be worn.
- f. Black shoes. No open toes or sandals are permitted.
- g. Black or navy blue boots.
- h. Navy blue windbreaker.
- i. White or orange gloves.
- j. White scarves.
- k. Regulation uniform hat and belt
- l. "School Guard" patch on winter coat & windbreaker.

NOTE: Changeover of uniforms will be in accordance with Police Department changeovers.

10. Safety Equipment

All safety equipment will be purchased by the Borough and replaced to guard on an as needed basis (i.e.: crossing guard vests, stop signs).

11. Management Rights

A. Notwithstanding anything to the contract herein. Employer retains the right to manage and control Employees who will be hired, promoted, transferred, disciplined and discharged for just cause.

B. The parties to this Agreement acknowledge that the Employer shall have the right to make reasonable rules and regulations pertaining to the operation of the Borough's School Crossing program.

C. All items not contained in this contract will be addressed by Borough Policy procedure or the Borough Code respectively.

12. Separability & Savings

In the event that any provision or part thereof of this Agreement shall be rendered invalid by reason of any legislation or decree of a court of competent jurisdiction, such invalidation of the portion or part thereof this Agreement shall not invalidate the remaining provisions of this Agreement.

13. Substitute Guards

Employees hired as substitute guards shall not be eligible for sick days, personal days or holidays.

14. Holidays

All employees shall be entitled to the following official holidays, with pay:

- I. Thanksgiving Day
- II. The day following Thanksgiving Day

Holiday's pay shall commence from the Employee's initial employment date. In the event that an official holiday occurs while an Employee is on sick leave, he shall not have that holiday charged against his sick leave.

15. Accumulation of Sick Leave


Employees shall be permitted to accumulate unused sick days in subsequent employment years up to a maximum of eighteen (18) accumulated sick days.

16. Miscellaneous

All other terms and conditions of the previous Agreement between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be signed and attested to by their corporate officers or duly authorized officers on the day and year first above written.

BOROUGH OF SOUTH RIVER


Robert P. Szegeti, Mayor


ATTEST:

Albert M. Seaman
Borough Clerk

SOUTH RIVER CROSSING GUARDS ASSOCIATION


Lisa Dominik, President

ATTEST:


Amy Berg, Vice President